

EXHIBIT 1

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SHUMWAY • VAN

CONTINGENCY FEE AGREEMENT

THIS CONTINGENCY FEE AGREEMENT is by and between LORIN WATADA, BACHI BURGER, LLC, AND GREEN REVOLUTIONS, LLC ("Client") and SHUMWAY VAN (the "Firm") whereby Client retains the Firm to prosecute a claim on their behalf against Debt Solution Services.

Unless a different agreement is made in writing, this Agreement alone shall govern the Firm's and Client's respective rights and responsibilities. It is specifically understood that the Firm's representation is limited to specific person(s) named as "Client", and that the Firm is not representing or expected to represent any other person or entity not named herein as "Client."

AGREEMENT:

1. **ATTORNEY'S FEES.** The Firm's fee for this matter shall be 50% percent of all amounts recovered.

Client's Initials: WW

This contingency fee shall apply whether the recovery is by way of settlement, judgment or otherwise. The Firm shall charge NO ATTORNEY FEE if there is no recovery.

2. **COSTS.** Client, upon request, shall advance all costs of suit and expenses of representation, investigation, and preparation in this case. Otherwise, the Firm will provide costs. ALL COSTS ADVANCED PRIOR TO RECOVERY WILL BE DEDUCTED FROM THE CLIENT'S SHARE OF ANY RECOVERY. CLIENT UNDERSTANDS AND AGREES THAT LITIGATION AND OTHER EXPENSES ARE TO BE DEDUCTED FROM THE RECOVERY AFTER THE CONTINGENT FEE IS CALCULATED.

Client's Initials: WW

IN THE EVENT THERE IS NO RECOVERY, THE FIRM SHALL RECEIVE NO REIMBURSEMENT FOR COSTS.

IN THE EVENT OF A LOSS, IF THE OPPOSING PARTY IS AWARDED ATTORNEY FEES AND/OR COSTS, INCLUDING WITNESS FEES, CLIENT SHALL BE SOLELY RESPONSIBLE FOR THEIR PAYMENT. FURTHER, CLIENT SHALL BE EXCLUSIVELY RESPONSIBLE FOR THE PAYMENT OF ANY ATTORNEY'S FEES, COSTS AND INTEREST AWARDED TO AN ADVERSE PARTY DUE TO CLIENT'S REFUSAL OF AN OFFER OF JUDGMENT PROFFERED BY AN ADVERSE PARTY, WHEREUPON A MORE FAVORABLE JUDGMENT IS THEN OBTAINED.

Client's Initials: WW

3. **EFFECT OF DISCHARGE BY CLIENT.** Client shall have the right to discharge the Firm, upon written notice to the Firm and for good cause. Such discharge shall not affect Client's obligation to reimburse the Firm

SALT LAKE CITY OFFICE
8 East Broadway, Ste. 550, Salt Lake City, Utah 84111
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SAN ANTONIO OFFICE
310 S St Mary's St. Ste. 2100, San Antonio, Texas 78205
Ph: (210) 503-2800 – Fx: (210) 503-2888

LAS VEGAS OFFICE
8985 S. Eastern Avenue, Ste. 100, Las Vegas, Nevada 89123
Ph: (702) 478-7770 – Fx: (702) 478-7779

ST. GEORGE OFFICE
368 E. Riverside Dr., Suite 3A, St. George, Utah 84790
Ph: (435) 767-9639 – Fx: (435) 767-9639

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for time and costs incurred prior to such discharge. Notwithstanding anything to the contrary contained herein, discharge by Client without good cause shall not affect the Firm's right to recover their full costs and fees under this Agreement. Additionally, following discharge by Client, in lieu of receiving contingency compensation described in Section 1 hereof, the Firm may elect to receive attorney fees in the amount of \$400.00 per hour for all attorney time, and \$150.00 per hour for all paralegal time.

4. **ATTORNEY'S LIEN.** In jurisdictions where such liens are allowed, Client hereby grants the Firm a lien on Client's claim(s) and any cause of action for lawsuit filed thereon, and on any recovery Client may obtain, whether by settlement, judgment, compromise or otherwise, in order to secure payment to the Firm of all sums due under this Agreement for legal services rendered and/or costs advanced.

5. **AUTHORIZATION TO ACT.** Client hereby authorizes the Firm to take whatever actions the Firm deems reasonable and advisable in this matter, including the hiring of investigators, experts and other services on Client's behalf. Client agrees that expenses like these are part of the case costs that Client subject to the Firm reimbursement.

6. **DUTIES & RESPONSIBILITIES OF CLIENT.** Client agrees to the following:

- (a) Always disclose the complete and accurate facts of the matter.
- (b) Provide the most complete information possible.
- (c) Make this information available to the Firm as needed.
- (d) Make no statement that is knowingly false or misleading.
- (e) Cease any Facebook, Instagram, or other similar social media webpage or application.
- (f) During the course of our relationship, report any changes in my personal or professional life which may affect my representation; make known to the Firm any information or data which affects my case as soon as it may develop.

7. **WITHDRAWAL BY THE FIRM.** Withdrawal by the Firm may be made at any time for any reason upon written notice to Client's last known address. Client understands that should the Firm withdraw representation for Client's failure to comply with any of the item enumerated in Section 6 above, Client will be required to immediately pay the Firm all costs advanced and shall be responsible out of any recovery to pay the Firm either: (i) Attorney's fees of \$400.00 per hour for all attorney time, and \$150.00 per hour for all paralegal time; or (ii) 50% of the latest offer of settlement, whichever is more.

8. **OTHER LEGAL COUNSEL.** Other legal counsel may be associated or employed at the Firm's discretion and expense to prosecute or appear on behalf of Client's claim. This will not cost Client any additional monies.

9. **NO GUARANTEE AS TO RESULT.** Client acknowledges that the Firm has made no warranties or guarantees as to the success, value, timing and outcome of this claim.

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10. **OPPOSING PARTY'S FEES; RISK OF A LOSS.** In the event of a loss, the Client may be liable for the opposing party's attorney's fees and costs; and a suit brought solely to harass or to coerce a settlement may result in a malicious prosecution or abuse of process action against the wrongdoer.

Client's Initials: LW

11. **SERVICES NOT COVERED BY THIS AGREEMENT.** If additional legal services are necessary in connection with Client's claim(s), and Client requests the Firm to perform such services, additional fee arrangements must be made by the Firm and Client. For example, such additional services may be required in the event of an appeal, retrial, trial de novo (i.e., new trial), or in judgment enforcement proceedings. Absent further agreement, the Firm will be under no obligation to pursue any of these actions.

12. **ADVICE AGAINST LOANS.** The Firm MAY NOT make LOANS OR ADVANCES to Client. Loans from pre-settlement lending companies often include exorbitant interest rates and such loans will reduce final proceeds obtained by Client. The Firm advises Client against such loans.

Client's Initials: LW

13. **APPROVAL NECESSARY FOR SETTLEMENT.** No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without first settling with the Firm. Client does, however, hereby agree to accept an offer of the entirety of insurance policy limits available for Client's claim(s) and the Firm, therefore, has the right to accept an offer of policy limits from any entity or party.

14. **DISTRIBUTION OF FUNDS.** Distribution of funds shall be made after monies are received, negotiable instruments (e.g., checks) are deposited and cleared, and lienholders are satisfied. Client shall be responsible for any debts or liens owed and related to the claim that the Firm is unaware of. Client shall be provided with a written, itemized disbursement of all monies received and paid on behalf of Client's claim.

15. **BANKRUPTCY PROVISIONS.** Client represents to the Firm that Client is not presently, nor does he contemplate filing for Bankruptcy protection; that they will inform the Firm should such a course of action be contemplated in the future. Client acknowledges that any fees garnered as a result of this claim are subject to such proceedings wherein they are to be scheduled as an asset by Client. Client further acknowledges that any expense which the Firm may incur to protect Attorney's fees from said result shall be subtracted from the recovery that normally would flow to Client as their share of recovery.

16. **POWER OF ATTORNEY.** The Firm is hereby granted full power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, releases, checks, authorizations and papers as shall be reasonably necessary to handle and to conclude this representation including settlement and/or reducing to possession all monies or other things of value due Client under their claim(s). The Firm is also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this agreement.

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17. **COOPERATION OF CLIENT.** The cooperation of Client is essential and Client shall promptly provide the Firm with all requested information, notice of a change of Client's address, and shall pay medical expenses as incurred unless other arrangements are made. Client agrees to be truthful at all times with the Firm, to provide whatever information is necessary (in the Firm's estimation) in a timely and competent manner, and to provide immediate information as to any change in Client's status which may have an impact on the prosecution of this claim such as divorce, death of a spouse or interested party, etc.

18. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY OTHERWISE HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. **NON-DISPARAGEMENT.** During the term of this Agreement and for a period of five (5) years following the termination of legal representation related to this Agreement, Client covenants and agrees that it will not, either directly or indirectly, disparage the Firm and/or any of its attorneys, employees, or agents, or cause or encourage any other person to do the same. The Firm, in addition to all of the remedies available at law or in equity, shall be entitled to enjoin the commencement or continuation of any violation of this Section 19 by Client, and may without notice to Client, apply to any court of competent jurisdiction for entry of an immediate restraining order or injunction.

20. **CLIENT'S RECEIPT OF AGREEMENT AND ACKNOWLEDGMENT OF TERMS.** Client acknowledges that they have read and fully understand all of the terms and conditions of this Agreement and upon execution thereof. If Client wishes to do so, Client may seek outside review of this contract by another lawyer.

Client's Initials: *W*

(SIGNATURE PAGE TO FOLLOW)

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ACCEPTANCE:

CLIENT'S SIGNATURE:

LORIN WATADA, INDIVIDUALLY AND ON BEHALF OF BACHI
BURGER, LLC AND GREEN REVOLUTIONS, LLC

Signature:  _____

DATED this 23 day of Oct., 2018

CONTACT INFORMATION:

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Las Vegas, Nevada 89123

Telephone #: 808-840-3178

Telephone #: 415-994-6399

Email: lorin@bachiburger.com

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By:  _____

Michael C. Van, Esq., Partner